

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
CLERK'S DIVISION

**FILED**  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF TEXAS

AUG 14 2000

DAVID J. MALAND, CLERK

BY  
DEPUTY

NATHAN L. JACKSON, individually and on  
behalf of a putative class of similarly situated  
individuals,

ORIGINAL ANSWER OF DEFENDANT  
RELIASTAR LIFE INSURANCE COMPANY

v.

EAST TEXAS MEDICAL CENTER ATHENS,  
EAST TEXAS MEDICAL CENTER REGIONAL  
HEALTHCARE SYSTEM, EAST TEXAS  
MEDICAL CENTER FAIRFIELD, EAST  
TEXAS MEDICAL CENTER RUSK, EAST  
TEXAS MEDICAL CENTER CROCKETT,  
EAST TEXAS MEDICAL CENTER  
JACKSONVILLE, EAST TEXAS MEDICAL  
CENTER CLARKSVILLE, EAST TEXAS  
MEDICAL CENTER TRINITY, EAST TEXAS  
MEDICAL CENTER CARTHAGE, EAST  
TEXAS MEDICAL CENTER QUITMAN, EAST  
TEXAS MEDICAL CENTER MOUNT  
VERNON, AND EAST TEXAS MEDICAL  
CENTER GRAND SALINE

CIVIL ACTION No. 6:00-CV-442

JUDGE JOHN T. WARD

v.

AETNA HEALTH AND LIFE INSURANCE  
COMPANY; AETNA INSURANCE COMPANY  
OF AMERICA, AMERICAN FAMILY LIFE  
ASSURANCE COMPANY OF COLUMBUS;  
AMERICAN NATIONAL INSURANCE  
COMPANY; BANKERS LIFE AND  
CASUALTY COMPANY; BENEFIT LIFE  
INSURANCE COMPANY; CHRISTIAN  
FIDELITY LIFE INSURANCE COMPANY;  
CIGNA HEALTH-CARE OF TEXAS, INC.;  
COMBINED UNDERWRITERS LIFE  
INSURANCE COMPANY; CONNECTICUT  
GENERAL LIFE INSURANCE COMPANY;  
EMPLOYERS HEALTH INSURANCE  
COMPANY; FIRST HEALTH LIFE &  
HEALTH INSURANCE COMPANY; FORTIS  
INSURANCE COMPANY; GENERAL

AMERICAN LIFE INSURANCE COMPANY;	§
GOLDEN RULE INSURANCE COMPANY;	§
THE GUARDIAN LIFE INSURANCE	§
COMPANY OF AMERICA;	§
HARRIS METHODIST HEALTH INSURANCE	§
COMPANY; HARRIS METHODIST TEXAS	§
HEALTH PLAN, INC.; HEALTHPLAN OF	§
TEXAS, INC., HUMANA HEALTH PLAN OF	§
TEXAS, INC.; JEFFERSON PILOT LIFE-	§
AMERICAN INSURANCE COMPANY; JOHN	§
ALDEN LIFE INSURANCE COMPANY; JOHN	§
HANCOCK LIFE INSURANCE COMPANY;	§
KAISER FOUNDATION HEALTH PLAN OF	§
TEXAS; LIBERTY MUTUAL INSURANCE	§
COMPANY; MARKEL INSURANCE	§
COMPANY; METROPOLITAN LIFE	§
INSURANCE COMPANY; MUTUAL OF	§
OMAHA INSURANCE COMPANY; UNITED	§
STATES LETTER CARRIERS MUTUAL	§
BENEFIT ASSOCIATION; NATIONAL	§
FINANCIAL INSURANCE COMPANY; NEW	§
ERA LIFE INSURANCE COMPANY; NEW	§
ERA LIFE INSURANCE COMPANY OF	§
MIDWEST; PCA HEALTH PLANS OF	§
TEXAS, INC. D/B/A HUMANA HEALTH	§
PLAN OF TEXAS, INC.; PHYSICIANS	§
MUTUAL INSURANCE COMPANY; PIONEER	§
LIFE INSURANCE COMPANY; PRINCIPAL	§
LIFE INSURANCE COMPANY; PROVIDENT	§
LIFE AND ACCIDENT INSURANCE	§
COMPANY; PRUDENTIAL HEALTH CARE	§
PLAN, INC.; PRUDENTIAL HEALTHCARE	§
AND LIFE INSURANCE COMPANY OF	§
AMERICA; THE PRUDENTIAL INSURANCE	§
COMPANY OF AMERICA;	§
RELIASTAR LIFE INSURANCE COMPANY;	§
RESERVE NATIONAL INSURANCE	§
COMPANY; SIERRA HEALTH AND LIFE	§
INSURANCE COMPANY, INC.; STANDARD	§
LIFE AND ACCIDENT INSURANCE	§
COMPANY; STATE FARM LIFE INSURANCE	§
COMPANY; UNICARE LIFE & HEALTH	§
INSURANCE COMPANY; UNITED	§
AMERICAN INSURANCE COMPANY;	§
UNITED HEALTHCARE INSURANCE	§

COMPANY; UNIVERSAL FIDELITY LIFE	§
INSURANCE COMPANY; USAA LIFE	§
INSURANCE COMPANY; AND WAUSAU	§
UNDERWRITERS INSURANCE COMPANY.	§

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**ORIGINAL ANSWER OF DEFENDANT  
RELIASTAR LIFE INSURANCE COMPANY**

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COMES NOW Third-Party Defendant ReliaStar Life Insurance Company, and for its answer to the Defendants/Third-Party Plaintiffs' Third-Party Petition ("the Petition"), states and alleges as follows:

**I. Third Party Defendant "Health Carriers."**

ReliaStar lacks information and belief sufficient to either admit or deny the allegations contained in Paragraph I of the Petition that relate to other Third-Party Defendants. ReliaStar admits that its Registered Agent in the State of Texas is CT Corporation System, which may be served at the address alleged. Otherwise, ReliaStar denies the remainder of such paragraph.

**II. Plaintiff's Allegations.**

ReliaStar admits the allegations contained in Paragraph II of the Petition regarding the characterization of Plaintiff's Original Petition and the allegation that Plaintiff seeks to sue not only for himself but also for a purported class of other individuals. Otherwise, ReliaStar denies the remainder of such paragraph.

**III. Role of "Health Carriers."**

ReliaStar lacks information and belief sufficient to either admit or deny the allegations contained in Paragraph III of the Petition that relate to other Third-Party Defendants. Upon information and belief, ReliaStar admits the allegations contained in the first, second, third, seventh and eighth sentences of Paragraph III of the Petition insofar as they relate to ReliaStar. ReliaStar

lacks information and belief sufficient to either admit or deny the remaining allegations contained in Paragraph III of the Petition.

#### **IV. Contribution/Indemnity Claim.**

ReliaStar lacks information and belief sufficient to either admit or deny the allegations contained in Paragraph IV of the Petition that relate to other Third-Party Defendants. ReliaStar denies the allegations contained in Paragraph IV of the Petition insofar as they relate to ReliaStar.

#### **V. Declaratory Relief.**

ReliaStar lacks information and belief sufficient to either admit or deny the allegations contained in Paragraph V of the Petition that relate to other Third-Party Defendants. ReliaStar lacks information and belief sufficient to either admit or deny the allegations contained in Paragraph V of the Petition insofar as they relate to ReliaStar.

#### **VI. Prayer.**

ReliaStar lacks information and belief sufficient to either admit or deny the allegations contained in Paragraph VI of the Petition that relate to other Third-Party Defendants. ReliaStar denies the allegations contained in Paragraph VI of the Petition insofar as they relate to ReliaStar.

#### **FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Original Petition fails to state a claim upon which relief can be granted.

#### **SECOND AFFIRMATIVE DEFENSE**

Defendants/Third-Party Plaintiffs' Third-Party Petition fails to state a claim upon which relief can be granted.

### **THIRD AFFIRMATIVE DEFENSE**

Plaintiff's and/or Defendants/Third-Party Plaintiffs' claims are preempted by the provisions of the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 et seq.

### **FOURTH AFFIRMATIVE DEFENSE**

Plaintiff's claim under the Texas Deceptive Trade Practices Act fails to state a claim under that Act and fails to comply with the notice provisions required as a precondition to filing suit under that Act.

### **FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's and/or Defendants/Third-Party Plaintiffs' suit is not properly maintainable as a class action.

### **SIXTH AFFIRMATIVE DEFENSE**

Plaintiff and/or Defendants/Third-Party Plaintiffs lack standing to assert the claims set forth in their respective Petitions.

### **SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's and/or Defendants/Third-Party Plaintiffs' claims are barred by waiver, laches and estoppel.

### **EIGHTH AFFIRMATIVE DEFENSE**

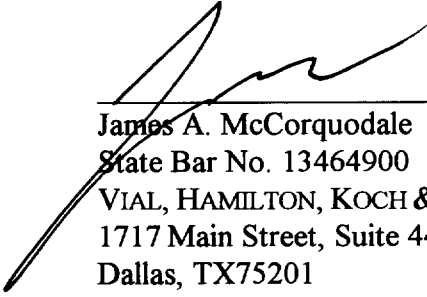
Plaintiff's and/or Defendants/Third-Party Plaintiffs' claims are barred by accord and satisfaction and payment.

### **NINTH AFFIRMATIVE DEFENSE**

Plaintiff's and/or Defendants/Third-Party Plaintiffs' claims are barred by the applicable statute(s) of limitations.

WHEREFORE, based upon the above, Third-Party Defendant ReliaStar Life Insurance Company requests that Defendants/Third-Party Plaintiffs' take nothing by reason of Defendants/Third-Party Plaintiffs' Petition, and that the Court award to ReliaStar its costs, attorneys' fees and disbursements incurred in this action, and grant whatever other relief is just and equitable in the premises.

Dated August 9, 2000.



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CERTIFICATE OF SERVICE

The undersigned hereby certifies that this Answer has been served on the following parties of record by mail under Federal Rule of Civil Procedure 5 on the 9th day of August, 2000:

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